STATE OF MICHIGAN

COURT OF APPEALS

SHARON BREITENBECK, Plaintiff-Appellant,	UNPUBLISHED April 4, 2006
v	No. 258135 Wayne Circuit Court
MERILLAT INDUSTRIES, L.L.C., Defendant-Appellee.	LC No. 03-340708-NZ

Before: Neff, P.J., and Saad and Bandstra, JJ.

PER CURIAM.

Plaintiff appeals the order granting summary disposition in favor of defendant in this action brought pursuant to the Family and Medical leave Act ('FMLA"), 29 USC 2601 *et seq*. We affirm. This case is being decided without oral argument pursuant to MCR 7.214(E).

The two issues here are whether the employment application plaintiff signed (1) constitutes an enforceable agreement to arbitrate any claims against defendant and, (2) shortens the time period in which she could bring her claims. The trial court answered yes to both issues and thus granted summary disposition pursuant to MCR 2.116(C)(7). This Court reviews a trial court's grant of a motion for summary disposition under MCR 2.116(C)(7) de novo to determine whether the moving party was entitled to judgment as a matter of law. *Watts v Polaczyk*, 242 Mich App 600, 603; 619 NW2d 714 (2000). In reviewing a motion under MCR 2.116(C)(7), this Court accepts as true the plaintiff's well-pleaded allegations and construes them in the plaintiff's favor. *Watts, supra* at 603. We must also consider the pleadings, affidavits, depositions, admissions, and documentary evidence filed or submitted by the parties. *Watts supra* at 603.

Predispute agreements to arbitrate statutory claims are not against public policy and are enforceable. *Arslanian v Oakwood United Hospitals, Inc*, 240 Mich App 540, 543; 618 NW2d 380 (2000). Such agreements are valid if: (1) the parties have agreed to arbitrate the claims (there must be a valid, binding, contract covering the claims), (2) the relevant statute does not prohibit such agreements, and (3) the arbitration agreement does not waive the substantive rights and remedies of the statute and the arbitration procedures are fair so that the employee may effectively vindicate her statutory rights. *Rembert v Ryan's Family Steak Houses, Inc*, 235 Mich App 118, 156; 596 NW2d 208 (1999).

Parties may also contract for a period of limitations shorter than the applicable statute of limitations provided by law. *Timko v Oakwood Custom Coating, Inc*, 244 Mich App 234, 239;

625 NW2d 101 (2001). Until recently, the general rule permitted contractual limitation of action provisions, but only if the time limitation was reasonable. However, in *Rory v Continental Ins, Co*, 473 Mich 457; 703 NW2d (2005), our Supreme Court overruled the reasonableness rule. The Court held that an unambiguous contractual provision providing for a shortened period of limitations is to be enforced as written unless the provision would violate law or public policy. A mere judicial assessment of "reasonableness" is an invalid basis upon which to refuse to enforce contractual provisions. *Rory, supra* at 470.

Here, plaintiff challenges the agreement to arbitrate her claims and the limited time period for bringing claims. The trial court held that the employment application is a valid and enforceable contract. The elements of a valid contract are (1) parties competent to contract, (2) a proper subject matter, (3) legal consideration, (4) mutuality of agreement, and (5) mutuality of obligation. *Thomas v Leja*, 187 Mich App 418, 422; 468 NW2d 58 (1991).

Plaintiff does not dispute that the first two elements of a valid contract are present. However, plaintiff claims there is no legal consideration. To have consideration there must be a bargained-for exchange. *General Motors Corp v Dept of Treasury, Revenue Division*, 466 Mich 231, 238; 644 NW2d 734 (2002). There must be a "benefit on one side or a detriment suffered, or service done on the other." *General Motors Corp, supra* at 238-239. Courts do not generally inquire into the sufficiency of consideration. *General Motors Corp, supra* at 239.

Mutuality of agreement refers to a "meeting of the minds" on all material terms of the contract. *Marlo Beauty Supply, Inc v Farmers Ins Group of Cos*, 227 Mich App 309, 317; 575 NW2d 324 (1998), modified on other grounds by *Hart v Farmers Ins Exch*, 461 Mich 1 (1999). However, whether there has been "a meeting of the minds is judged by an objective standard, looking at the express words of the parties and their visible acts, not their subjective states of mind." *Marlo Beauty Supply, Inc, supra* at 317. Here, plaintiff signed the employment application. It is a well-established principle that a party signing an agreement is deemed to know its contents and may not claim ignorance to avoid the instrument. *Scholz v Montogomery Ward & Co, Inc*, 437 Mich 83, 92; 468 NW2d 845 (1991). By signing the application, plaintiff manifested an intent to be bound by its terms. We conclude that there was mutuality of agreement in this case.

Affirmed.

/s/ Janet T. Neff
/s/ Henry William Saad
/s/ Richard A. Bandstra